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(310) 917-5677 (FAX)

Attorneys for Defendant
JAGUAR LAND ROVER NORTH AMERICA, LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

HAROLD JABARIAN, an individual,	)	Case No. 2:18-cv-5679
	)	[Filed: February 23, 2018]
Plaintiff,)	
	)	Hon.
v.	)	Courtroom
)	
JAGUAR LAND ROVER NORTH	)	NOTICE OF REMOVAL OF
AMERICA, LLC, a limited liability	)	ACTION UNDER 28 U.S.C. §1441
company; LAND ROVER ENCINO,	)	(DIVERSITY); DECLARATION
a business entity, form unknown; and	)	OF JACQUELINE BRUCE
DOES 1 through 50, inclusive,	)	CHINERY
)	
Defendants.)	
)	
	)	DISCOVERY CUT-OFF: NONE
	)	MOTION CUT-OFF: NONE
	)	TRIAL DATE: NONE

TO THE CLERK OF THE ABOVE-ENTITLED COURT:

PLEASE TAKE NOTICE that defendant Jaguar Land Rover North America, LLC (JLRNA or defendant), hereby removes to this Court the state Court action described below.

1 1. On February 23, 2018, an action was commenced in the Superior
2 Court of the State of California, County of Los Angeles, case number BC695333,
3 entitled *Harold Jabarian v. Jaguar Land Rover North America, LLC, Land Rover*
4 *Encino, and Does 1 through 50*, inclusive. A true and correct copy of the
5 Summons and Complaint, and associated Orders and Notices from the state Court
6 served therewith, is attached as Exhibit A to the Declaration of Jacqueline Bruce
7 Chinery.

8 2. JLRNA filed an Answer to the Complaint on April 19, 2018. A true
9 and correct copy of JLRNA's Answer is attached as Exhibit B to the Declaration
10 of Jacqueline Bruce Chinery.

11 3. On June 4, 2018, plaintiff filed a Request for Dismissal with respect
12 to Land Rover Encino. It was on this date that JLRNA received, through service
13 or otherwise, a copy of a pleading, Motion, Order or other paper from which it
14 could first be ascertained that the case is one which is removable. A true and
15 correct copy of the Request for Dismissal of Land Rover Encino is attached as
16 Exhibit C to the Declaration of Jacqueline Bruce Chinery. No further proceedings
17 have been had in the state Court action.

18 **THIS COURT HAS DIVERSITY JURISDICTION**

19 4. With the dismissal of Land Rover Encino, the above-described action
20 became a civil action of which this court has original jurisdiction under the
21 provisions of Title 28, Section 1332 of the United States Code, and is one that may
22 be removed to this court by defendant, pursuant to Title 28, Section 1441 of the
23 United States Code, in that it is a civil action wherein the matter in controversy
24 exceeds the sum or value of \$75,000, exclusive of interest and costs, and is
25 between citizens of different states.

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1 **A. There Is Complete Diversity Between The Parties**

2 5. Plaintiff Harold Jabarian is the only named plaintiff. At the time this
3 action was commenced, was and still is a citizen of the State of California. (*See*
4 *Complaint*, paragraph 1.)

5 6. With the dismissal of Land Rover Encino, JLRNA is the only named
6 defendant. At the time this action was commenced, JLRNA was and still is a
7 limited liability company organized under the laws of the State of Delaware, with
8 its principal place of business in the State of New Jersey. JLRNA was not and is
9 not organized under the laws of the State of California. The sole member of
10 JLRNA is Jaguar Land Rover Limited, a private limited company incorporated
11 under the laws of England and Wales with its principal place of business in
12 Coventry, United Kingdom. Neither JLRNA nor its sole member is a citizen of
13 the State of California.

14 **B. The Matter In Controversy Exceeds The Sum Or Value Of \$75,000**

15 7. Plaintiff alleges that on or about June 26, 2015 he bought a new 2015
16 Land Rover Range Rover, Vehicle Identification Number
17 SALGS2TFXFA227129, for \$131,606.60. (*See Complaint*, paragraphs 6, 7 and
18 8.) Plaintiff seeks to have JLRNA repurchase his vehicle, reimburse all costs he
19 has incurred in connection with his purchase of the vehicle, pay him a civil penalty
20 of two times his actual damages, and pay his attorney's fees and costs of suit. (*See*
21 *Complaint*, paragraphs 17 through 26 and 30 through 34.)

22 8. Since plaintiff alleges he purchased the vehicle for \$131,606.60, the
23 amount in controversy is at least \$394,819.80 (\$131,606.60 price of vehicle + (2 x
24 \$131,606.60) civil penalty), without taking into consideration whatever incidental
25 and consequential damages plaintiff may claim or the attorney fees and costs
26 plaintiff may claim.

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1 9. The potential civil penalty is properly included in the amount in
 2 controversy. (*See, e.g., Brady v. Mercedes Benz*, (N.D. Cal. 2002) 243 F.Supp.2d
 3 1004, 1009.) A reasonable estimate of attorney's fees likely to be expended is also
 4 properly included. (*Id.* at 1010-11.) Fee awards in cases of this nature may be
 5 substantial, even in cases that are settled without trial. (*See, e.g., Goglin v. Jaguar*
 6 *Land Rover North America, LLC* (2016) 4 Cal.App.5th 462, 470 (\$185,214.19 fee
 7 award); *Gezalyan v. Jaguar Land Rover North America, LLC* (C.D. Cal. 2010) 697
 8 F.Supp.2d 1168, 1171 (\$50,404.34 fee award).)

9 10. This Court has supplemental subject matter jurisdiction over the
 10 claims set forth in the complaint pursuant to 28 U.S.C. § 1367(a), because the
 11 claims set forth therein are so related to the claims in the action within the Court's
 12 original jurisdiction that they form part of the same case or controversy under
 13 Article III of the U.S. Constitution.

14 **WHEREFORE**, JLRNA prays that the above action now pending against it
 15 in the Superior Court of California, County of Los Angeles, be removed therefrom
 16 to this Court.

17 DATED: June 27, 2018

LEHRMAN LAW GROUP
 KATE S. LEHRMAN
 JACQUELINE BRUCE CHINERY

18
 19
 20 By: /s/ Jacqueline Bruce Chinery
 21 Jacqueline Bruce Chinery
 22 Attorneys for Defendant
 JAGUAR LAND ROVER NORTH
 23 AMERICA, LLC
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DECLARATION OF JACQUELINE BRUCE CHINERY

I, Jacqueline Bruce Chinery, declare as follows:

1. I am an attorney at law duly licensed and entitled to practice in the State of California. I am also admitted to practice before this Court. I am associated with Lehrman Law Group, attorneys of record for defendant Jaguar Land Rover North America, LLC (JLRNA or defendant). I am one of the attorneys with primary responsibility for handling this matter on behalf of defendant. In that capacity, I am personally familiar with the facts set forth herein and if called as a witness in this case, I could and would competently testify thereto.

2. The facts set forth in JLRNA's removal petition are true and correct.

3. On February 23, 2018, an action was commenced in the Superior Court of the State of California, County of Los Angeles, case number BC695333, entitled *Harold Jabarian v. Jaguar Land Rover North America, LLC, Land Rover Encino, and Does 1 through 50*, inclusive. A true and correct copy of the Summons and Complaint, and associated Orders and Notices from the state Court served therewith, is attached as Exhibit A to the Declaration of Jacqueline Bruce Chinery.

4. JLRNA filed an Answer to the Complaint on April 19, 2018. A true and correct copy of JLRNA's Answer is attached as Exhibit B to the Declaration of Jacqueline Bruce Chinery.

5. On June 4, 2018, plaintiff filed a Request for dismissal with respect to Land Rover Encino. It was on this date that JLRNA received, through service or otherwise, a copy of a pleading, Motion, Order or other paper from which it could first be ascertained that the case is one which is removable. A true and correct copy of the Request for Dismissal of Land Rover Encino is attached as Exhibit C to the Declaration of Jacqueline Bruce Chinery. No further proceedings have been had in the state Court action.

1 6. Plaintiff Harold Jabarian is the only named plaintiff. At the time this
2 action was commenced, was and still is a citizen of the State of California. (*See*
3 Complaint, paragraph 1.)

4 7. With the dismissal of Land Rover Encino, JLRNA is the only named
5 defendant. At the time this action was commenced, JLRNA was and still is a
6 limited liability company organized under the laws of the State of Delaware, with
7 its principal place of business in the State of New Jersey. JLRNA was not and is
8 not organized under the laws of the State of California. The sole member of
9 JLRNA is Jaguar Land Rover Limited, a private limited company incorporated
10 under the laws of England and Wales with its principal place of business in
11 Coventry, United Kingdom. Neither JLRNA nor its sole member is a citizen of
12 the State of California.

13 8. Plaintiff alleges that on or about June 26, 2015 he bought a new 2015
14 Land Rover Range Rover, Vehicle Identification Number
15 SALGS2TFXFA227129, for \$131,606.60. (*See* Complaint, paragraphs 6, 7 and
16 8.) Plaintiff seeks to have JLRNA repurchase his vehicle, reimburse all costs he
17 has incurred in connection with his purchase of the vehicle, pay him a civil penalty
18 of two times his actual damages, and pay his attorney's fees and costs of suit. (*See*
19 Complaint, paragraphs 17 through 26 and 30 through 34.)

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9. Since plaintiff alleges he purchased the vehicle for \$131,606.60, the amount in controversy is at least \$394,819.80 (\$131,606.60 price of vehicle + (2 x \$131,606.60) civil penalty), without taking into consideration whatever incidental and consequential damages plaintiff may claim or the attorney fees and costs plaintiff may claim.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 27th day of June, 2018, at Los Angeles, California.

/s/ Jacqueline Bruce Chinery
Jacqueline Bruce Chinery

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EXHIBIT A



Notice of Service of Process

NJH / WARBREACH
Transmittal Number: 17898559
Date Processed: 03/15/2018

Primary Contact: Danielle Hauk
Jaguar Land Rover North America, LLC
555 Mcarthur Blvd.
Mahwah, NJ 07430

Electronic copy provided to: Adela Lungu
Maria Romero
Christine DiDomizio
John Golden

Entity: Jaguar Land Rover North America, LLC
Entity ID Number 3279821

Entity Served: Jaguar Land Rover North America LLC

Title of Action: Harold Jabarian vs. Jaguar Land Rover North America, LLC

Document(s) Type: Summons/Complaint

Nature of Action: Breach of Warranty

Court/Agency: Los Angeles County Superior Court, California

Case/Reference No: BC695333

Jurisdiction Served: California

Date Served on CSC: 03/14/2018

Answer or Appearance Due: 30 Days

Originally Served On: CSC

How Served: Personal Service

Sender Information: Norman F. Taylor
818-244-3905

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | sop@cscglobal.com

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

JAGUAR LAND ROVER NORTH AMERICA, LLC, a limited liability company;
LAND ROVER ENCINO, a business entity, form unknown; and DOES 1
through 50, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

HAROLD JABARIAN, an individual.

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

CONFIRMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

FEB 23 2018

Sherri R. Carter, Executive Officer/Clerk
By: M. Soto, Deputy
Miguel Soto

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

Los Angeles Superior Court - Central District
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso)

BC 695333

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Norman Taylor and Associates, 425 West Broadway, Suite 220, Glendale, CA 91204; (818) 244-3905

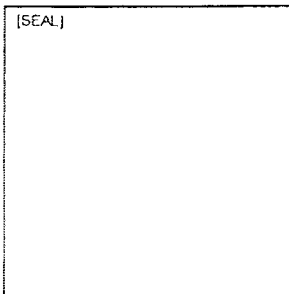
DATE: FEB 23 2018
(Fecha)

SHERRI R. CARTER Clerk, by
(Secretario)

M. Soto Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): **JAGUAR Land Rover North America, LLC, a limited liability company**
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor) ☐ CCP 416.70 (conservatee)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.90 (authorized person)
☒ CCP 416.40 (association or partnership)
☐ other (specify):
- ☒ by personal delivery on (date) **3/14/18**

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman F. Taylor, Esq. (SBN 127325), John K. Ciccarelli, Esq. (SBN 139169) Norman Taylor & Associates 425 West Broadway, Suite 220 Glendale, CA 91204 TELEPHONE NO.: (818) 244-3905 FAX NO.: (818) 244-6052 ATTORNEY FOR (Name): Plaintiff, Harold Jabarian		FOR COURT USE ONLY CONFIRMED COPY ORIGINAL FILED Superior Court of California County of Los Angeles FEB 23 2018 Sherri B. Carter, Executive Officer/Clerk By: <u>M. Soto</u> , Deputy Moses Soto	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">BC 695333</div>	
CASE NAME: Jabarian vs. Jaguar Land Rover North America, LLC, et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
JUDGE:		DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 1) Breach of Express Warranty; 2) Breach of Implied Warranty
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 02/15/18

Norman F. Taylor, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

COPY

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i>	Construction Defect (10)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Contract/Warranty Breach–Seller Plaintiff <i>(not fraud or negligence)</i>	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Collection Case–Seller Plaintiff	Enforcement of Judgment
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice–Physicians & Surgeons	Insurance Coverage <i>(not provisionally complex)</i> (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment <i>(non-domestic relations)</i>
Other PI/PD/WD (23)	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award <i>(not unpaid taxes)</i>
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	Real Property	Miscellaneous Civil Complaint
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
Non-PI/PD/WD (Other) Tort	Wrongful Eviction (33)	Other Complaint <i>(not specified above)</i> (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Writ of Possession of Real Property	Injunctive Relief Only <i>(non-harassment)</i>
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Intellectual Property (19)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Other Civil Complaint <i>(non-tort/non-complex)</i>
Professional Negligence (25)	Unlawful Detainer	Miscellaneous Civil Petition
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice <i>(not medical or legal)</i>	Residential (32)	Other Petition <i>(not specified above)</i> (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Civil Harassment
Employment	Judicial Review	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor	
	Commissioner Appeals	

SHORT TITLE: Jabarian vs. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER BC 095333
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 5-7 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office. |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

COPY

SHORT TITLE: Jabarian vs. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
		<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
		<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
<input type="checkbox"/> A6032 Quiet Title		2., 6.	
<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)		2., 6.	
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (36)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Jabarian vs. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER 1
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Miscellaneous Civil Complaints	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: Jabarian vs. Jaguar Land Rover North America, LLC, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.			ADDRESS: 15800 Ventura Blvd.
CITY: Encino	STATE: CA	ZIP CODE: 91436	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 02/15/18


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

Norman F. Taylor, Esq. (SBN: 127325)
 John K. Ciccarelli, Esq. (SBN: 139169)
NORMAN TAYLOR & ASSOCIATES
 425 West Broadway, Suite 220
 Glendale, California 91204-1269
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Attorneys for Plaintiff,
 HAROLD JABARIAN

CONFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

FEB 23 2018

Sherri R. Carter, Executive Officer/Clerk
 By: *[Signature]* Deputy
 Sherri R. Carter

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HAROLD JABARIAN, an individual,

Plaintiff,

vs.

JAGUAR LAND ROVER NORTH AMERICA,
 LLC, a limited liability company; LAND
 ROVER ENCINO, a business entity, form
 unknown; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **BC 695333**

**COMPLAINT RE VIOLATION OF THE
 SONG-BEVERLY CONSUMER
 WARRANTY ACT [“ACT”] {Civil Code §§
 1790 et seq.}:**

- 1. BREACH OF EXPRESS
 WARRANTY OBLIGATIONS
 UNDER THE ACT;**
- 2. BREACH OF IMPLIED
 WARRANTY OBLIGATIONS
 UNDER THE ACT**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE
Amount In Controversy Exceeds \$25,000

Plaintiff, HAROLD JABARIAN, (hereinafter referred to as “PLAINTIFF”), hereby alleges
 as follows:

GENERAL ALLEGATIONS

COMMON TO ALL CAUSES OF ACTION

1. PLAINTIFF is, and at all times herein mentioned was, an individual residing in La

COMPLAINT RE VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT [“ACT”]
 {Civil Code §§ 1790 et seq.}

1 Canada Flintridge, County of Los Angeles, State of California.

2 2. PLAINTIFF is informed and believes, and thereon alleges, that Defendant JAGUAR
3 LAND ROVER NORTH AMERICA, LLC (hereinafter referred to as "JLRNA"), is, and at all
4 times herein mentioned was, a limited liability company duly licensed and/or authorized to conduct
5 business in, and conducting business in the County of Los Angeles, State of California.

6 3. PLAINTIFF is informed and believes, and thereon alleges, that Defendant LAND
7 ROVER ENCINO ("LAND ROVER ENCINO"), is, and at all times herein mentioned was, a
8 business entity, form unknown, duly licensed and/or authorized to conduct business in, and
9 conducting business in the City of Encino, County of Los Angeles, State of California.

10 4. a) The true names and capacities, whether individual, corporate, associate, or
11 otherwise, of Defendant DOES 1 through 50, inclusive, are unknown to PLAINTIFF, who therefore
12 sue these Defendants by such fictitious names, and PLAINTIFF will seek leave to amend this
13 Complaint to set forth their true names and capacities when ascertained.

14 b) PLAINTIFF is informed and believes, and thereon alleges, that each of the
15 Defendants designated herein as a "DOE" is responsible in some manner for the events and
16 happenings herein referred to and caused damage to PLAINTIFF as herein alleged.

17 5. a) PLAINTIFF is informed and believes, and thereon alleges, that at all times
18 herein mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each
19 of their Co-Defendants.

20 b) PLAINTIFF is informed and believes, and thereon alleges, that in doing the
21 things hereinafter alleged, Defendants, and each of them, were acting in the course and scope of their
22 employment as such agents, servants, and/or employees, and/or with the permission, consent,
23 knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

24 6. PLAINTIFF is informed and believes and thereon alleges that before June 26, 2015,
25 Defendants JLRNA and/or DOES 1 through 20, inclusive, and each of them (hereinafter individually
26 and collectively referred to as the "MANUFACTURER"), manufactured and/or distributed, in the
27 United States and the State of California, a consumer good identified as a 2015 Land Rover Range
28 Rover bearing vehicle identification number SALGS2TFXFA227129 (hereinafter referred to as the

1 "SUBJECT VEHICLE"), for its eventual sale to retail purchasers. A true and correct copy of the
 2 Retail Installment Sale Contract is attached hereto as Exhibit "A" and incorporated by this reference.

3 7. At all times mentioned herein, the SUBJECT VEHICLE was, and is, a "new motor
 4 vehicle" as defined at Civil Code § 1793.22(e)(2) of the Song-Beverly Consumer Warranty Act, Civil
 5 Code §§ 1790 et seq. (hereinafter referred to as the "ACT"), in that said SUBJECT VEHICLE was a
 6 new motor vehicle purchased with the MANUFACTURER's new car warranty.

7 8. On or about June 26, 2015, PLAINTIFF purchased the SUBJECT VEHICLE for
 8 personal, family, and/or household purposes, from Defendant LAND ROVER ENCINO, an
 9 authorized dealer and agent of MANUFACTURER, and/or DOES 21 through 50, inclusive, and each
 10 of them (hereinafter individually and collectively referred to as "DEALER"), retail merchants
 11 authorized by MANUFACTURER to do business in the State of California on behalf of
 12 MANUFACTURER, for a total consideration over the term of the contract of \$131,606.60.

13 9. MANUFACTURER appended to the SUBJECT VEHICLE an express written "new
 14 car" warranty in which it warranted to perform any repairs or replacement of parts necessary to
 15 ensure that the SUBJECT VEHICLE and the components therein were free from all defects in
 16 material and workmanship, and to perform any adjustments necessary to maintain the utility of the
 17 SUBJECT VEHICLE and the parts, components, and various electrical and/or mechanical systems
 18 contained therein, for a period of 4 years/50,000 miles. A true and correct copy of the express
 19 warranty summary is attached hereto as Exhibit "B" and incorporated by this reference.

20 10. PLAINTIFF duly performed all the conditions on his part under the purchase contract
 21 and under each of the express warranties referenced above, except insofar as the acts and/or
 22 omissions of all Defendants herein, and each of them, as hereinafter alleged, prevented and/or
 23 excused such performance.

24 11. a) On or about January 11, 2016, and at an odometer reading of or around 9,993
 25 miles, PLAINTIFF returned the SUBJECT VEHICLE to Defendants for repairs under the warranties
 26 referenced above because it exhibited defects, nonconformities, maladjustments or malfunctions
 27 relating to, *inter alia*, the navigation panel, rear bottom tailgate and transmission.

28 b) Subsequently, the SUBJECT VEHICLE exhibited further and additional

1 defects, nonconformities, maladjustments or malfunctions in the same components or systems.

2 12. a) On each occasion on which the SUBJECT VEHICLE exhibited defects, non-
3 conformities, misadjustments, or malfunctions, as hereinabove described, PLAINTIFF notified
4 MANUFACTURER, through LAND ROVER ENCINO or one of MANUFACTURER'S other
5 authorized service and repair facilities, within a reasonable time after PLAINTIFF discovery thereof.

6 b) On each occasion of notification, PLAINTIFF attempted to invoke the
7 applicable warranties, demanding that the authorized repair facilities repair such nonconformities
8 pursuant to the warranties.

9 13. a) On each such occasion, Defendants, and each of them, represented to
10 PLAINTIFF that they could and would make the SUBJECT VEHICLE conform to the applicable
11 warranties, and/or that they had successfully repaired the SUBJECT VEHICLE.

12 b) However, Defendants, and each of them, failed to make the SUBJECT
13 VEHICLE conform to the applicable warranties, despite a reasonable number of attempts to do so.

14 14. PLAINTIFF discovered that Defendants, and each of them, were unable or
15 unwilling to make the SUBJECT VEHICLE conform to the applicable warranties.

16
17 **FIRST CAUSE OF ACTION**
18 **(Breach of Express Warranty Obligations Under the ACT)**
19 **(Against All Defendants)**

20 15. PLAINTIFF realleges each and every paragraph contained in the GENERAL
21 ALLEGATIONS set forth hereinabove, and hereby incorporates them by this reference as though
22 fully set forth herein.

23 16. The actions of Defendants, and each of them, in failing to perform the proper repairs,
24 parts replacements, and/or adjustments to make the SUBJECT VEHICLE conform to the applicable
25 express warranties constitute a breach of the express warranties that MANUFACTURER provided to
26 PLAINTIFF, thereby breaching Defendants' obligations under the ACT.

27 17. a) As the result of the actions of Defendants, and each of them, and pursuant to
28 the provisions of the ACT, PLAINTIFF is entitled to replacement of the SUBJECT VEHICLE, or
restitution of the amount actually paid or payable under the contract, at PLAINTIFF's option, plus

1 prejudgment interest thereon at the legal rate.

2 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
3 the exact amount of restitution and interest, upon election, when ascertained.

4 18. a) As a further result of the actions of Defendants, and each of them, and
5 pursuant to the ACT, PLAINTIFF has sustained and is entitled to incidental damages in an amount
6 yet to be determined, plus interest thereon at the legal rate.

7 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
8 the exact amount of incidental damages when ascertained.

9 19. a) As a further result of the actions of Defendants, and each of them, and
10 pursuant to the ACT, PLAINTIFF has sustained and is entitled to consequential damages in an
11 amount yet to be determined, plus interest thereon at the legal rate.

12 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
13 the exact amount of consequential damages when ascertained.

14 20. a) Defendants, and each of them, failed to perform the necessary repairs or
15 service in a good and workmanlike manner.

16 b) The actions taken by Defendants, and each of them, were insufficient to make
17 the SUBJECT VEHICLE conform to the express warranties and/or proper operational characteristics
18 of like vehicles, all in violation of Defendants' obligations under the ACT.

19 21. Although Defendants, and each of them, were unable to service or repair the
20 SUBJECT VEHICLE to conform to the applicable express warranties after a reasonable number of
21 attempts, Defendants failed to replace the SUBJECT VEHICLE or make restitution to PLAINTIFF
22 in accordance with the ACT.

23 22. Defendants, and each of them, knew of their obligations under the ACT but
24 intentionally failed or declined to fulfill them.

25 23. The failure of Defendants, and each of them, to make the SUBJECT VEHICLE
26 conform to the applicable express warranties was willful, justifying an award of a Civil Penalty as
27 provided in the ACT in an amount not to exceed two (2) times PLAINTIFF's actual damages.

28 24. The failure of Defendants, and each of them, to replace the SUBJECT VEHICLE or

1 make restitution to PLAINTIFF was willful, justifying an award of a Civil Penalty as provided in the
2 ACT in an amount not to exceed two (2) times PLAINTIFF's actual damages.

3 25. a) On or about September 1, 2017, PLAINTIFF made demand upon
4 MANUFACTURER for replacement or restitution, pursuant to the ACT.

5 b) Defendants, and each of them, knew of their obligations under the ACT, but,
6 nevertheless, and despite PLAINTIFF's demand, failed and refused to make restitution or
7 replacement according to the mandates of the ACT.

8 c) The failure of Defendants, and each of them, to refund the consideration paid
9 and payable, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects, justifies
10 an award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF's actual damages,
11 as provided in the ACT.

12 26. a) As a direct result of the actions of Defendants, and each of them, and in
13 pursuing PLAINTIFF's claim, it was necessary for PLAINTIFF to retain legal counsel.

14 b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees
15 based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred
16 in pursuing this matter.

17
18 **SECOND CAUSE OF ACTION**
19 **(Breach of Implied Warranty Obligations Under the ACT)**
20 **(Against All Defendants)**

21 27. PLAINTIFF realleges each and every paragraph contained in the GENERAL
22 ALLEGATIONS set forth hereinabove, and hereby incorporates them by reference as though fully
23 set forth at length herein.

24 28. At the time that MANUFACTURER distributed the SUBJECT VEHICLE into
25 commerce, and at the time that PLAINTIFF acquired the SUBJECT VEHICLE, Defendants, and
26 each of them, impliedly warranted that the SUBJECT VEHICLE was merchantable as provided in
27 the ACT.

28 29. The SUBJECT VEHICLE was not merchantable, as evidenced by the defects, non-
conformities, maladjustments, and/or malfunctions as hereinabove alleged.

1 30. a) As the result of the actions of Defendants, and each of them, PLAINTIFF has
2 sustained damage in the amount actually paid or payable under the contract, plus prejudgment
3 interest thereon at the legal rate.

4 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
5 amount thereof when ascertained.

6 31. a) As a further result of the actions of Defendants, and each of them,
7 PLAINTIFF has sustained incidental damages in an amount yet to be determined, plus interest
8 thereon at the legal rate.

9 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
10 amount of incidental damages when ascertained.

11 32. a) As a further result of the actions of Defendants, and each of them,
12 PLAINTIFF has sustained consequential damages in an amount yet to be determined, plus interest
13 thereon at the legal rate.

14 b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact
15 amount of consequential damages when ascertained.

16 33. The failure of Defendants, and each of them, to refund the consideration paid and
17 payable, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects, justifies an
18 award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF's actual damages, as
19 provided in the ACT.

20 34. a) As a direct result of the actions of Defendants, and each of them, and in
21 pursuing PLAINTIFF's claim, it was necessary for PLAINTIFF to retain legal counsel.

22 b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees
23 based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred
24 in pursuing this matter.

25 //

26 //

27 //

28 //

WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of them, as follows:

AS TO THE FIRST, SECOND AND THIRD CAUSES OF ACTION

1. For replacement or restitution, at PLAINTIFF's option, as required under the ACT, in an amount not less than \$131,606.60;
2. For incidental damages, according to proof;
3. For consequential damages, according to proof;
4. For prejudgment interest at the legal rate;
5. For a civil penalty as provided in the ACT, in an amount not to exceed two (2) times the amount of PLAINTIFF's actual damages;
6. For attorneys' fees based upon actual time expended, according to proof;
7. For all costs and expenses of suit incurred; and,
8. For such other and further relief as this Court may deem just and proper.

DATED: February 15, 2018

NORMAN TAYLOR & ASSOCIATES

By: 

Norman F. Taylor, Esq.
Attorney for Plaintiff,
HAROLD JABARIAN

DEMAND FOR JURY TRIAL

Plaintiff, HAROLD JABARIAN, hereby demands trial by jury.

DATED: February 15, 2018

NORMAN TAYLOR & ASSOCIATES

By: 

Norman F. Taylor, Esq.
Attorney for Plaintiff,
HAROLD JABARIAN

EXHIBIT “A”

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE

FORM# 2340 CUST# 6429359 (WITH ARBITRATION PROVISION) DEALER# 62833
STORE# 692 N1004635 Contract Number 62833 R.O.S. Number FA227129

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller/Creditor Name and Address (Including County and Zip Code)
HAROLD A. BARLAN 732 SAINT KATHERINE DR LA CANADA, FL CA 30506 91011		LAND ROVER ENGINO 15800 VENTURA BLVD ENCINO, CA 91436

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us," in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
2013	CADILLAC RANGE ROVER	SAL6S2TFKFA227125	Personal, family or household unless otherwise indicated below

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as shown on a yearly basis.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you.	Total of Payments The amount you will have paid after all payments as scheduled.	Total Sales Price The total cost of your purchase on credit, including your down payment.
1.79%	\$4300.07	\$1610.53	\$9591.60	\$1160.00

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments	Amount of Payment	When Payments Are Due:
N/A	N/A	N/A
One Payment of N/A	N/A	N/A
One Payment of N/A	N/A	N/A
One Payment of \$598.51	\$598.51	08/10/2019
One final payment	\$598.51	07/10/2020

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.
Prepayment. If you pay off all your debt early, you may be charged a minimum finance charge.
Security Interest. You are giving a security interest in the vehicle being purchased to GMV.
Additional Information. Search this contract for more information, including information about nonpayment default, any required nonpayment in full, late fee or late charge, minimum finance charges, and security interest.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price		\$ 115262.00
A. Cash Price of Motor Vehicle and Accessories		\$ 115262.00
1. Cash Price Vehicle		N/A
2. Cash Price Accessories		N/A
3. Other (Nontaxable)		N/A
B. Document Processing Charge (not a governmental fee)		\$ 180.00
C. Emissions Testing Charge (not a governmental fee)		\$ N/A
D. (Optional) Theft Deterrent Device (to whom paid)		\$ N/A
E. (Optional) Theft Deterrent Device (to whom paid)		\$ N/A
F. (Optional) Theft Deterrent Device (to whom paid)		\$ N/A
G. (Optional) Surface Protection Product (to whom paid)		\$ N/A
H. (Optional) Surface Protection Product (to whom paid)		\$ N/A
I. EV Charging Station (to whom paid)		\$ N/A
J. Sales Tax (on taxable items in A through I)		\$ 10380.78
K. Electronic Vehicle Registration or Transfer Charge		\$ 200.00

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing, the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance		Premium
Auto Bodily Injury & Property Damage	\$ 1,000.00	\$ 1,000.00
Auto Collision	\$ 1,000.00	\$ 1,000.00
Auto Medical Payments	\$ 1,000.00	\$ 1,000.00
Auto Uninsured Motorist	\$ 1,000.00	\$ 1,000.00
Auto Underinsured Motorist	\$ 1,000.00	\$ 1,000.00
Auto Comprehensive	\$ 1,000.00	\$ 1,000.00
Auto Fire & Theft	\$ 1,000.00	\$ 1,000.00
Auto Total	\$ 1,000.00	\$ 1,000.00

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR SPECIAL LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

12. You may modify the physical terms and conditions of this contract requires
 13. (see back) from any time you choose who is acceptable to us. You
 14. are not required to buy any other insurance to obtain credit.

01 Seller: John Joseph, Jr., Attorney at Law
02
03 If any insurance is placed with policies or certificates from the
04 named insurance companies will describe the terms and conditions.

2. ☐ Application for Optional Credit Insurance
 3. ☐ Credit Life ☐ Buyer ☐ Co-Buyer ☐ Both

Term	Exp	Premium
1	2	3
4	5	6
7	8	9
10	11	12
13	14	15
16	17	18
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352	353	354
355	356	357
358	359	360
361	362	363
364	365	366
367		

Credit History: Good MA
 et Credit Disability: None MA

Total Credit Insurance Premiums	148
Other nonaffiliated companies	14

Insurance Company Name _____
NAAB # _____
Continuation No. _____

Home Office Address: [REDACTED]
 Registered in [REDACTED] to [REDACTED] in [REDACTED]

1-2 Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the

credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is

based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your

19. Credit disability insurance coverage shall not be terminated on the basis of non-
20. payment or in the number of payments. Coverage for credit-life
21. insurance and credit disability insurance ends on the original

☐ You are applying for the credit insurance marked

above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have

027

S/S X N/A

Trade-In Payoff Agreement: Seller relied on information from you and/or the lender or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 6B of the Itemization of Amount Financed as the Prior Credit or Lease Balance. You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lender or lessor of the trade-in vehicle or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lender or lessor. Except as stated in the NOTICE on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X N/A Co-Buyer Signature X N/A

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller.

Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X Co-Buyer Signature X

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a two-day contract cancellation option on used vehicles with a purchase price of less than forty thousand dollars (\$40,000), subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle, subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE. BEFORE SIGNING BELOW, YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

Buyer Signature X Date 06/26/2015 Co-Buyer Signature X N/A Date

Co-Buyers and Other Owners: A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X N/A Address N/A

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default, and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X Date 06/26/2015 Guarantor X Date

Address Address

Seller Signs LAND ROVER ENCLIO Date 06/26/2015 Title HGR

LAW FORM NO. 553-CA-ARB (REV. 7/13) U.S. PATENT NO. 6,466,782
 92013 The Reynolds and Reynolds Company. TO ORDER: www.reynolds.com 1-800-344-0735. Lic 1-800-531-9053
 THIS PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR
 FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER/TRUTH IN LENDING COPY

EXHIBIT “B”

PASSPORT TO SERVICE

PASSEPORT POUR L'ENTRETIEN



Summary of Warranties

A summary of Land Rover warranties applicable to 2015 Model Year vehicles follows.

New Vehicle Limited Warranty

Bumper to bumper

4 years / 50,000 miles
(whichever occurs first)

Battery

4 years / 50,000 miles
(whichever occurs first)

Wear parts and service adjustments

1 year / 12,500 miles
(whichever occurs first)

Corrosion

6 years / unlimited mileage

NOTE: Some states have mandated alternate coverage time periods for parts of your vehicle (e.g. seat belts).

Emission Control System Warranties

Federal

Emission Design and Defect Warranty †

2 years / 24,000 miles
(whichever occurs first)

- Certain emissions-related parts *
- 8 years / 80,000 miles
(whichever occurs first)

Emission Performance Warranty

2 years / 24,000 miles
(whichever occurs first)

- Certain emissions-related parts *
- 8 years / 80,000 miles
(whichever occurs first)

California †

Emission Defect Warranty: non-PZEV §

- Short-term Warranty †
3 years / 50,000 miles
(whichever occurs first)
- Long-term Warranty **
7 years / 70,000 miles
(whichever occurs first)

Emission Performance Warranty: non-PZEV §

3 years / 50,000 miles
(whichever occurs first)

Emission Defect & Performance Warranty: PZEV §

15 years / 150,000 miles
(whichever occurs first)

- † Extended to 4 years / 50,000 miles (whichever occurs first) under the New Vehicle Limited Warranty Bumper-to-Bumper coverage.
- * Specific components are listed in the section "Federal Emission Control System Warranties" of this handbook.
- ** Specific components are listed in the section "California Emission Control System Warranties" of this handbook.
- § PZEV (Partial Zero Emission Vehicle) is a vehicle certified to California's PZEV standards as indicated on the Vehicle Emission Control Information label located in the engine compartment.
- † California Emission Control System Warranties are also applicable to vehicles registered in certain other states. Specific states and vehicle applicability are specified in the section "California Emission Control System Warranties" of this handbook.

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC**

Case Number _____

BC 695333**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

Your case is assigned for all purposes to the judicial officer indicated below.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Debre K. Weintraub	1	534	Hon. Elizabeth Allen White	48	506
Hon. Barbara A. Meiers	12	636	Hon. Deirdre Hill	49	509
Hon. Terry A. Green	14	300	Hon. Teresa A. Beaudet	50	508
Hon. Richard Fruin	15	307	Hon. Michael J. Raphael	51	511
Hon. Rita Miller	16	306	Hon. Susan Bryant-Deason	52	510
Hon. Richard E. Rico	17	309	Hon. Howard L. Halm	53	513
Hon. Stephanie Bowick	19	311	Hon. Ernest M. Hiroshige	54	512
Hon. Dalila Corral Lyons	20	310	Hon. Malcolm H. Mackey	55	515
Hon. Robert L. Hess	24	314	Hon. Holly J. Fujie	56	514
Hon. Yvette M. Palazuelos	28	318	X Hon. John P. Doyle	58	516
Hon. Barbara Scheper	30	400	Hon. Gregory Keosian	61	732
Hon. Samantha Jessner	31	407	Hon. Michael L. Stern	62	600
Hon. Daniel S. Murphy	32	406	Hon. Mark Mooney	68	617
Hon. Michael P. Linfield	34	408	Hon. William F. Fahey	69	621
Hon. Gregory Alarcon	36	410	Hon. Monica Bachner	71	729
Hon. Marc Marmaro	37	413	Hon. Ruth Ann Kwan	72	731
Hon. Maurcen Duffy-Lewis	38	412	Hon. Rafael Ongkeko	73	733
Hon. Elizabeth Feffer	39	415	Hon. Michelle Williams Court	74	735
Hon. David Sotelo	40	414	Hon. Gail Rudennan Feuer	78	730
Hon. Holly E. Kendig	42	416			
Hon. Mel Red Recana	45	529			
Hon. Frederick C. Shaller	46	500			
Hon. Randolph Hammock	47	507			

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____
(Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By _____, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

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Date:

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Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

>

(ATTORNEY FOR PLAINTIFF)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR DEFENDANT)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

>

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE			CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

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➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

Superior Court of California County of Los Angeles



ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

Disadvantages of ADR - ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.
- ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.
- The neutral may charge a fee for his or her services.
- If the dispute is not resolved through ADR, the parties may then have to face the usual and traditional costs of trial, such as attorney's fees and expert fees.

The Most Common Types of ADR

• Mediation

In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

- **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.
- **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

▪ **Arbitration**

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either “binding” or “non-binding.” Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator’s decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

▪ **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option.

Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at <http://www.lacourt.org/>. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (<http://www.lacba.org/>) or;
- Look in a telephone directory or search online for “mediators; or “arbitrators.”

There may be a charge for services provided by private arbitrators and mediators.

A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at <http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19>

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

<http://css.lacounty.gov/programs/dispute-resolution-program-drp/>

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

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EXHIBIT B

LEHRMAN LAW GROUP
KATE S. LEHRMAN [Bar No. 123050]
JACQUELINE BRUCE CHINERY [Bar No. 187544]
NATHAN R. BROGDEN [Bar No. 314980]
12121 Wilshire Boulevard
Suite 1300
Los Angeles, CA 90025
(310) 917-4500
(310) 917-5677 (FAX)

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 19 2018

Attorneys for Defendant
JAGUAR LAND ROVER NORTH AMERICA, LLC

Sherri R. Carter, Executive Officer/Clerk
By Nancy Alvarez, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HAROLD JABARIAN, an individual,

Plaintiff,

v.

JAGUAR LAND ROVER NORTH
AMERICA, LLC, a limited liability company;
LAND ROVER ENCINO, a business entity,
form unknown; and DOES 1 through 50,
inclusive,

Defendants.

Case No. BC695333
[Filed: February 23, 2018]

Hon. John P. Doyle
Dept. 58

**JAGUAR LAND ROVER NORTH
AMERICA, LLC'S ANSWER TO
COMPLAINT; DEMAND FOR JURY
TRIAL**

DISCOVERY CUT-OFF: NONE
MOTION CUT-OFF: NONE
TRIAL DATE: NONE

Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC answers the Complaint
of plaintiff HAROLD JABARIAN (plaintiff) as follows:

1. By virtue of the provisions of the Code of Civil Procedure section 431.30,
subdivision (d), defendant denies, generally and specifically, each and every allegation contained
in the Complaint.

///

FIRST AFFIRMATIVE DEFENSE

2. The Complaint fails to state facts sufficient to constitute a cause of action.

SECOND AFFIRMATIVE DEFENSE

3. The Complaint fails to state facts sufficient to entitle plaintiff to the relief sought, or any other relief whatever.

THIRD AFFIRMATIVE DEFENSE

4. Plaintiff's claims for consequential and incidental damages, including damages for physical and emotional injury, are specifically barred by the terms of the warranty in question and applicable law.

FOURTH AFFIRMATIVE DEFENSE

5. The Complaint, and each and every cause of action contained therein, is barred by the applicable statute of limitations, including, but not limited to, Commercial Code section 2725, Code of Civil Procedure sections 337, 338, 339, 340 or 343 and Civil Code section 1793.2.

FIFTH AFFIRMATIVE DEFENSE

6. Defendant has clearly and conspicuously disclosed to plaintiff, with the warranty or the owner's manual, the provisions of Civil Code section 1793.22 and of Civil Code section 1793.2, subdivision (d), including the requirement that plaintiff must notify defendant directly pursuant to paragraphs (1) and (2) of Civil Code section 1793.22, subdivision (b). Defendant is informed and believes, and based thereon alleges, that plaintiff did not give proper notice.

SIXTH AFFIRMATIVE DEFENSE

7. Plaintiff is barred from recovery to the extent that any alleged defect or nonconformity was caused by the unauthorized or unreasonable use of the vehicle following sale or lease. (Civ. Code, § 1794.3.)

SEVENTH AFFIRMATIVE DEFENSE

8. Any delay in servicing or repairing plaintiff's vehicle was caused by conditions beyond the control of defendant and its authorized repair facilities. The vehicle was tendered as soon as possible following termination of the condition giving rise to the delay. (Civ. Code, § 1793.2, subd. (b).)

EIGHTH AFFIRMATIVE DEFENSE

9. Persons, both served and unserved, named and unnamed, in some manner or percentage were responsible for plaintiff's damages, if any, and defendant requires an Order from the trier of fact setting forth a percentage of fault of each and every person, named and unnamed, served and unserved, and the proportion of the several liability for non-economic damages, pursuant to the provisions of Civil Code sections 1431.2, et seq.

NINTH AFFIRMATIVE DEFENSE

10. Plaintiff cannot recover a civil penalty because plaintiff's claim is based solely on breach of an implied warranty. (Civ. Code, § 1794, subd. (c).)

TENTH AFFIRMATIVE DEFENSE

11. Plaintiff cannot recover a civil penalty because defendant's actions were not willful. (Civ. Code, § 1794, subd. (c).)

ELEVENTH AFFIRMATIVE DEFENSE

12. The amount of restitution, if any, to which plaintiff may be entitled, must be reduced by that amount directly attributable to use by plaintiff prior to the time that plaintiff first delivered the vehicle for correction of the problem that gave rise to the nonconformity, according to proof at trial. (Civ. Code, §1793.2, subd. (d)(2)(C).)

TWELFTH AFFIRMATIVE DEFENSE

13. Plaintiff cannot recover a civil penalty for a non-willful violation of paragraph (2) of subdivision (d) of Civil Code section 1793.2, because defendant participates in a qualified third-party dispute resolution process. (Civ. Code, § 1794, subd. (e)(2).)

THIRTEENTH AFFIRMATIVE DEFENSE

14. Defendant is informed and believes, and based thereon alleges, that plaintiff cannot recover a civil penalty for a non-willful violation of paragraph (2) of subdivision (d) of Civil Code section 1793.2, because plaintiff failed to serve proper notice. (Civ. Code, § 1794, subd. (e)(3).)

///

///

FOURTEENTH AFFIRMATIVE DEFENSE

15. Defendant participates in a qualified third-party dispute resolution process, and plaintiff received timely notification in writing of the availability of that qualified third-party dispute resolution process with a description of its operation and effect. The presumption in Civil Code section 1793.22, subdivision (b) may not be asserted by plaintiff because plaintiff did not initially resort to the qualified third-party dispute resolution process. (Civ. Code, § 1793.22, subd. (c).)

FIFTEENTH AFFIRMATIVE DEFENSE

16. Defendant is informed and believes that plaintiff's claims, if any, may be subject to mandatory arbitration under the purchase/lease agreement executed by plaintiff.

PRAYER

WHEREFORE, JAGUAR LAND ROVER NORTH AMERICA, LLC prays:

1. Plaintiff take nothing by virtue of the Complaint;
2. Defendant be awarded its costs of suit and reasonable attorney's fees, if appropriate; and
3. For such other and further relief as the Court deems just and proper.

DATED: April 19, 2018

LEHRMAN LAW GROUP
KATE S. LEHRMAN
JACQUELINE BRUCE CHINERY
NATHAN R. BROGDEN

By: *J. Bruce Chinery*
Nathan R. Brogden
Attorneys for Defendant
JAGUAR LAND ROVER NORTH AMERICA,
LLC


DEMAND FOR JURY TRIAL

Defendant JAGUAR LAND ROVER NORTH AMERICA, LLC demands trial by jury.

DATED: April 19, 2018

LEHRMAN LAW GROUP
KATE S. LEHRMAN
JACQUELINE BRUCE CHINERY
NATHAN R. BROGDEN

By:


Nathan R. Brogden
Attorneys for Defendant
JAGUAR LAND ROVER NORTH AMERICA,
LLC

PROOF OF SERVICE BY MAIL

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 12121 Wilshire Blvd., Suite 1300, Los Angeles, CA 90025.

On April 19, 2018, I served, in the manner indicated below, the foregoing document described as: **JAGUAR LAND ROVER NORTH AMERICA, LLC'S ANSWER TO COMPLAINT; DEMAND FOR JURY TRIAL** on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes, at Los Angeles, CA addressed as follows:

SEE ATTACHED SERVICE LIST

- ☐ BY OVERNIGHT DELIVERY: I caused such envelopes to be delivered by Golden State Overnight air courier, with next day service, to the offices of the addressees. (C.C.P. §1013(c)(d).)
- ☐ BY FACSIMILE: (C.C.P. § 1013(e)(f).)
- ☒ **BY MAIL:** I caused to be delivered by U.S. mail by placing a true copy thereof enclosed in sealed envelopes addressed as stated above. I am "readily familiar" with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with the U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.
- ☐ BY PERSONAL SERVICE: I caused such envelopes to be delivered by hand to the offices of the addressees. (C.C.P. § 1011(a)(b).)
- ☐ BY ELECTRONIC MAIL: I transmitted such document from Los Angeles, California, to the electronic mail address maintained by the person(s) on the SERVICE LIST as last indicated by that person on a document that he or she has filed in the above-entitled cause and served on this party. C.C.P. §1010.6 (a)(6).)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 19, 2018, in Los Angeles, California.


Theresa May Naumann

PROOF OF SERVICE LIST
JAGUAR LAND ROVER NORTH AMERICA, LLC/JABARIAN

(T83-599)(590.599)

Case No. BC695333

Page 1

Norman F. Taylor, Esq.

John K. Ciccarelli, Esq.

NORMAN TAYLOR & ASSOCIATES

425 West Broadway

Suite 220

Glendale, CA 91204-1269

(818) 244-3905

(818) 244-6052 (FAX)

Attorneys for Plaintiff

IIAROLD JABARIAN

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EXHIBIT C

ORIGINAL

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman F. Taylor, Esq. (SBN: 127325) Norman Taylor & Associates, 425 W. Broadway Suite 220, Glendale CA 91204 TELEPHONE NO.: 818.244.3905 FAX NO. (Optional): 818.244.6052 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff, Harold Jabarian		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 1 - 2018 Sherri R. Carter, Executive Officer/Clerk By <u>Robert Lee</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		
PLAINTIFF/PETITIONER: Harold Jabarian DEFENDANT/RESPONDENT: Jaguar Land Rover North America, LLC, et al.		
REQUEST FOR DISMISSAL		
CASE NUMBER: BC695333		
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)		

BY FAX

1. TO THE CLERK: Please dismiss this action as follows:

- a. (1) ☐ With prejudice (2) ☒ Without prejudice
 b. (1) ☐ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☐ Entire action of all parties and all causes of action
 (6) ☒ Other (specify):* Defendant LAND ROVER ENCINO, only

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 06/01/2018

Norman F. Taylor, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date): JUN 1 - 20185. ☐ Dismissal entered on (date): as to only (name):6. ☐ Dismissal not entered as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: JUN 1 - 2018

Clerk, by RL, Deputy

Page 1 of 2

ORIGINAL

CIV-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman F. Taylor, Esq. (SBN: 127325) Norman Taylor & Associates, 425 W. Broadway Suite 220, Glendale CA 91204 TELEPHONE NO.: 818.244.3905 FAX NO. (Optional): 818.244.6052 E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): Plaintiff, Harold Jabarian		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 1 - 2018 Sherri R. Carter, Executive Officer/Clerk By <u>Robert Lee</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central District		
PLAINTIFF/PETITIONER: Harold Jabarian DEFENDANT/RESPONDENT: Jaguar Land Rover North America, LLC, et al.		
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CASE NUMBER: BC695333		
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)		

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- a. (1) ☐ With prejudice (2) ☒ Without prejudice
 b. (1) ☐ Complaint (2) ☐ Petition
 (3) ☐ Cross-complaint filed by (name):
 (4) ☐ Cross-complaint filed by (name):
 (5) ☐ Entire action of all parties and all causes of action
 (6) ☒ Other (specify):* Defendant LAND ROVER ENCINO, only

on (date):

on (date):

2. (Complete in all cases except family law cases.)

The court ☐ did ☒ did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: 06/01/2018

Norman F. Taylor, Esq.

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:

- ☒ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.**

Date:

(TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

** If a cross-complaint – or Response (Family Law) seeking affirmative relief – is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:

- ☐ Plaintiff/Petitioner ☐ Defendant/Respondent
☐ Cross-Complainant

(To be completed by clerk)

4. ☒ Dismissal entered as requested on (date): JUN 1 - 20185. ☐ Dismissal entered on (date): as to only (name):6. ☐ Dismissal not entered as requested for the following reasons (specify):

7. a. ☐ Attorney or party without attorney notified on (date):
 b. ☐ Attorney or party without attorney not notified. Filing party failed to provide
☐ a copy to be conformed ☐ means to return conformed copy

Date: JUN 1 - 2018

Clerk, by RL, Deputy

Page 1 of 2

CIV-110

PLAINTIFF/PETITIONER: Harold Jabarian
 DEFENDANT/RESPONDENT: Jaguar Land Rover North America, LLC, et al.

CASE NUMBER:
 BC695333

COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

Declaration Concerning Waived Court Fees

1. The court waived court fees and costs in this action for (name): N/A
2. The person named in item 1 is (check one below):
 - a. ☐ not recovering anything of value by this action.
 - b. ☐ recovering less than \$10,000 in value by this action.
 - c. ☐ recovering \$10,000 or more in value by this action. (If item 2c is checked, item 3 must be completed.)
3. ☐ All court fees and court costs that were waived in this action have been paid to the court (check one): ☐ Yes ☐ No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: _____

 (TYPE OR PRINT NAME OF ☐ ATTORNEY ☐ PARTY MAKING DECLARATION)

 (SIGNATURE)

PROOF OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 425 West Broadway, Suite 220, Glendale, CA 91204.

On June 1, 2018, I served a copy of the within document(s): **PLAINTIFF'S REQUEST FOR DISMISSAL OF DEFENDANT LAND ROVER ENCINO ONLY** on the interested parties in this action by placing true copies thereof, enclosed in sealed envelopes, at Glendale, California addressed as follows:

Kate S. Lehrman, Esq.
Jacqueline Bruce Chinery, Esq.
Nathan R. Brogden, Esq.
LEHRMAN LAW GROUP
12121 Wilshire Boulevard, Suite 1300
Los Angeles, CA 90025
Tel: (310) 917-4500
Fax: (310) 917-5677

**Attorneys for Defendant
JAGUAR LAND ROVER NORTH
AMERICA, LLC and LAND ROVER
ENCINO**

☒ **BY MAIL (CCP §1013(a) and CCP §2015.5):** I am readily familiar with the firm's practice of collection and processing documents for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Glendale, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY FACSIMILE TRANSMISSION (CCP §1013(e)(f) and CCP §2015.5):** I caused such documents to be delivered via facsimile transmittal to the office of the addressee. The transmission(s) reported as complete and without error.

☒ **BY ELECTRONIC MAIL (CCP §1010.6; CCP §1013(g) and CCP §2015.5)**

☐ **BY PERSONAL SERVICE (CCP §1011 and CCP §2015.5):** I caused such documents to be hand-delivered to the office of the addressee.

☒ State ☐ Federal

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct.

Executed on June 1, 2018, at Glendale, California.

/s/ Lusine Musat

Lusine Musat

PROOF OF SERVICE LIST
JAGUAR LAND ROVER NORTH AMERICA, LLC/JABARIAN

(T83-599)(590.599)

Superior Court Case No. BC695333

U.S. District Court case no. 2:18-cv-5679

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